

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

SUELHEE PARK,

Plaintiff,

V.

**TRAVELERS COMMERCIAL  
INSURANCE COMPANY; and DOES  
1 through 10, inclusive,**

### Defendants.

CASE NO. CV14-01919-RGK(AGR<sub>x</sub>)  
[Assigned to the District Court Judge R.  
Gary Klausner and Magistrate Judge  
Alicia G. Rosenberg]

## **DISCOVERY MATTER**

## **STIPULATED PROTECTIVE ORDER**

## 1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this

1 Order does not confer blanket protections on all disclosures or responses to  
2 discovery and that the protection it affords from public disclosure and use extends  
3 only to the limited information or items that are entitled to confidential treatment  
4 under the applicable legal principles. The parties further acknowledge, as set forth  
5 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
6 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
7 procedures that must be followed and the standards that will be applied when a party  
8 seeks permission from the court to file material under seal.

9

10       B. GOOD CAUSE STATEMENT

11

12       This action is likely to involve trade secrets and other valuable, commercial,  
13 financial, technical and/or proprietary information for which special protection from  
14 public disclosure and from use for any purpose other than prosecution of this action  
15 is warranted. Such confidential and proprietary materials and information consist  
16 of, among other things, confidential business or financial information, information  
17 regarding confidential business practices, or commercial information (including  
18 information implicating privacy rights of third parties), information otherwise  
19 generally unavailable to the public, or which may be privileged or otherwise  
20 protected from disclosure under state or federal statutes, court rules, case decisions,  
21 or common law. Accordingly, to expedite the flow of information, to facilitate the  
22 prompt resolution of disputes over confidentiality of discovery materials, to  
23 adequately protect information the parties are entitled to keep confidential, to ensure  
24 that the parties are permitted reasonable necessary uses of such material in  
25 preparation for and in the conduct of trial, to address their handling at the end of the  
26 litigation, and serve the ends of justice, a protective order for such information is  
27 justified in this matter. It is the intent of the parties that information will not be  
28 designated as confidential for tactical reasons and that nothing be so designated

1 without a good faith belief that it has been maintained in a confidential, non-public  
2 manner, and there is good cause why it should not be part of the public record of this  
3 case.

4 2. DEFINITIONS

5 2.1 Action: SUELHEE PARK v. TRAVELERS COMMERCIAL  
6 INSURANCE COMPANY CASE NO. CV14-01919-RGK(AGRx).

7 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
8 information or items under this Order.

9 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
10 how it is generated, stored or maintained) or tangible things that qualify for  
11 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
12 the Good Cause Statement.

13 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
14 their support staff).

15 2.5 Designating Party: a Party or Non-Party that designates information or  
16 items that it produces in disclosures or in responses to discovery as  
17 “CONFIDENTIAL.”

18 2.6 Disclosure or Discovery Material: all items or information, regardless  
19 of the medium or manner in which it is generated, stored, or maintained (including,  
20 among other things, testimony, transcripts, and tangible things), that are produced or  
21 generated in disclosures or responses to discovery in this matter.

22 2.7 Expert: a person with specialized knowledge or experience in a matter  
23 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
24 an expert witness or as a consultant in this Action.

25 2.8 House Counsel: attorneys who are employees of a party to this Action.  
26 House Counsel does not include Outside Counsel of Record or any other outside  
27 counsel.

28 2.9 Non-Party: any natural person, partnership, corporation, association, or

1 other legal entity not named as a Party to this action.

2       2.10 Outside Counsel of Record: attorneys who are not employees of a  
3 party to this Action but are retained to represent or advise a party to this Action and  
4 have appeared in this Action on behalf of that party or are affiliated with a law firm  
5 which has appeared on behalf of that party, and includes support staff.

6       2.11 Party: any party to this Action, including all of its officers, directors,  
7 employees, consultants, retained experts, and Outside Counsel of Record (and their  
8 support staffs).

9       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
10 Discovery Material in this Action.

11       2.13 Professional Vendors: persons or entities that provide litigation support  
12 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
13 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
14 and their employees and subcontractors.

15       2.14 Protected Material: any Disclosure or Discovery Material that is  
16 designated as “CONFIDENTIAL.”

17       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
18 from a Producing Party.

19  
20       3. SCOPE

21       The protections conferred by this Stipulation and Order cover not only  
22 Protected Material (as defined above), but also (1) any information copied or  
23 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
24 compilations of Protected Material; and (3) any testimony, conversations, or  
25 presentations by Parties or their Counsel that might reveal Protected Material. Any  
26 use of Protected Material at trial shall be governed by the orders of the trial judge.  
27 This Order does not govern the use of Protected Material at trial.

28

1       4. DURATION

2           Even after final disposition of this litigation, the confidentiality obligations  
3 imposed by this Order shall remain in effect until a Designating Party agrees  
4 otherwise in writing or a court order otherwise directs. Final disposition shall be  
5 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
6 or without prejudice; and (2) final judgment herein after the completion and  
7 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
8 including the time limits for filing any motions or applications for extension of time  
9 pursuant to applicable law.

10

11       5. DESIGNATING PROTECTED MATERIAL

12           5.1 Exercise of Restraint and Care in Designating Material for Protection.  
13 Each Party or Non-Party that designates information or items for protection under  
14 this Order must take care to limit any such designation to specific material that  
15 qualifies under the appropriate standards. The Designating Party must designate for  
16 protection only those parts of material, documents, items, or oral or written  
17 communications that qualify so that other portions of the material, documents,  
18 items, or communications for which protection is not warranted are not swept  
19 unjustifiably within the ambit of this Order.

20           Mass, indiscriminate, or routinized designations are prohibited. Designations  
21 that are shown to be clearly unjustified or that have been made for an improper  
22 purpose (e.g., to unnecessarily encumber the case development process or to impose  
23 unnecessary expenses and burdens on other parties) may expose the Designating  
24 Party to sanctions.

25           If it comes to a Designating Party's attention that information or items that it  
26 designated for protection do not qualify for protection, that Designating Party must  
27 promptly notify all other Parties that it is withdrawing the inapplicable designation.

28           5.2 Manner and Timing of Designations. Except as otherwise provided in this

1 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
2 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
3 under this Order must be clearly so designated before the material is disclosed or  
4 produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic documents,  
7 but excluding transcripts of depositions or other pretrial or trial proceedings), that  
8 the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter  
9 “CONFIDENTIAL legend”), to each page that contains protected material. If only a  
10 portion or portions of the material on a page qualifies for protection, the Producing  
11 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
12 markings in the margins).

13 A Party or Non-Party that makes original documents available for inspection  
14 need not designate them for protection until after the inspecting Party has indicated  
15 which documents it would like copied and produced. During the inspection and  
16 before the designation, all of the material made available for inspection shall be  
17 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
18 documents it wants copied and produced, the Producing Party must determine which  
19 documents, or portions thereof, qualify for protection under this Order. Then, before  
20 producing the specified documents, the Producing Party must affix the  
21 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
22 portion or portions of the material on a page qualifies for protection, the Producing  
23 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
24 markings in the margins).

25 (b) for testimony given in depositions that the Designating Party identify the  
26 Disclosure or Discovery Material on the record, before the close of the deposition all  
27 protected testimony.

28 (c) for information produced in some form other than documentary and for

1 any other tangible items, that the Producing Party affix in a prominent place on the  
2 exterior of the container or containers in which the information is stored the legend  
3 "CONFIDENTIAL." If only a portion or portions of the information warrants  
4 protection, the Producing Party, to the extent practicable, shall identify the protected  
5 portion(s).

6       5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
7 failure to designate qualified information or items does not, standing alone, waive  
8 the Designating Party's right to secure protection under this Order for such material.  
9 Upon timely correction of a designation, the Receiving Party must make reasonable  
10 efforts to assure that the material is treated in accordance with the provisions of this  
11 Order.

12

13 6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

14       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
15 designation of confidentiality at any time that is consistent with the Court's  
16 Scheduling Order.

17       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
18 resolution process under Local Rule 37.1 et seq.

19       6.3 The burden of persuasion in any such challenge proceeding shall be on the  
20 Designating Party. Frivolous challenges, and those made for an improper purpose  
21 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
22 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
23 or withdrawn the confidentiality designation, all parties shall continue to afford the  
24 material in question the level of protection to which it is entitled under the  
25 Producing Party's designation until the Court rules on the challenge.

26

27 7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

28       7.1 Basic Principles. A Receiving Party may use Protected Material that is

1 disclosed or produced by another Party or by a Non-Party in connection with this  
2 Action only for prosecuting, defending, or attempting to settle this Action. Such  
3 Protected Material may be disclosed only to the categories of persons and under the  
4 conditions described in this Order. When the Action has been terminated, a  
5 Receiving Party must comply with the provisions of section 13 below (FINAL  
6 DISPOSITION).

7 Protected Material must be stored and maintained by a Receiving Party at a  
8 location and in a secure manner that ensures that access is limited to the persons  
9 authorized under this Order.

10       7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
11 ordered by the court or permitted in writing by the Designating Party, a Receiving  
12 Party may disclose any information or item designated “CONFIDENTIAL” only to:

13           (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
14 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
15 disclose the information for this Action;

16           (b) the officers, directors, and employees (including House Counsel) of the  
17 Receiving Party to whom disclosure is reasonably necessary for this Action;

18           (c) Experts (as defined in this Order) of the Receiving Party to whom  
19 disclosure is reasonably necessary for this Action and who have signed the  
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21           (d) the court and its personnel;

22           (e) court reporters and their staff;

23           (f) professional jury or trial consultants, mock jurors, and Professional  
24 Vendors to whom disclosure is reasonably necessary for this Action and who have  
25 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26           (g) the author or recipient of a document containing the information or a  
27 custodian or other person who otherwise possessed or knew the information;

28           (h) during their depositions, witnesses ,and attorneys for witnesses, in the

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL," that Party must:

17       (a) promptly notify in writing the Designating Party. Such notification shall  
18 include a copy of the subpoena or court order;

19           (b) promptly notify in writing the party who caused the subpoena or order to  
20 issue in the other litigation that some or all of the material covered by the subpoena  
21 or order is subject to this Protective Order. Such notification shall include a copy of  
22 this Stipulated Protective Order; and

23 (c) cooperate with respect to all reasonable procedures sought to be pursued  
24 by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s

1 permission. The Designating Party shall bear the burden and expense of seeking  
2 protection in that court of its confidential material and nothing in these provisions  
3 should be construed as authorizing or encouraging a Receiving Party in this Action  
4 to disobey a lawful directive from another court.

5

6 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
7 **PRODUCED IN THIS LITIGATION**

8 (a) The terms of this Order are applicable to information produced by a Non-  
9 Party in this Action and designated as "CONFIDENTIAL." Such information  
10 produced by Non-Parties in connection with this litigation is protected by the  
11 remedies and relief provided by this Order. Nothing in these provisions should be  
12 construed as prohibiting a Non-Party from seeking additional protections.

13 (b) In the event that a Party is required, by a valid discovery request, to  
14 produce a Non-Party's confidential information in its possession, and the Party is  
15 subject to an agreement with the Non-Party not to produce the Non-Party's  
16 confidential information, then the Party shall:

17 (1) promptly notify in writing the Requesting Party and the Non-Party  
18 that some or all of the information requested is subject to a confidentiality  
19 agreement with a Non-Party;

20 (2) promptly provide the Non-Party with a copy of the Stipulated  
21 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
22 specific description of the information requested; and

23 (3) make the information requested available for inspection by the  
24 Non-Party, if requested.

25 (c) If the Non-Party fails to seek a protective order from this court within 14  
26 days of receiving the notice and accompanying information, the Receiving Party  
27 may produce the Non-Party's confidential information responsive to the discovery  
28 request. If the Non-Party timely seeks a protective order, the Receiving Party shall

1 not produce any information in its possession or control that is subject to the  
2 confidentiality agreement with the Non-Party before a determination by the court.  
3 Absent a court order to the contrary, the Non-Party shall bear the burden and  
4 expense of seeking protection in this court of its Protected Material.

5

6 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
8 Protected Material to any person or in any circumstance not authorized under this  
9 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
10 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
11 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
12 persons to whom unauthorized disclosures were made of all the terms of this Order,  
13 and (d) request such person or persons to execute the “Acknowledgment and  
14 Agreement to Be Bound” that is attached hereto as Exhibit A.

15

16 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
17 PROTECTED MATERIAL

18 When a Producing Party gives notice to Receiving Parties that certain  
19 inadvertently produced material is subject to a claim of privilege or other protection,  
20 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
21 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
22 procedure may be established in an e-discovery order that provides for production  
23 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e),  
24 insofar as the parties reach an agreement on the effect of disclosure of a  
25 communication or information covered by the attorney-client privilege or work  
26 product protection, the parties may incorporate their agreement in the stipulated  
27 protective order submitted to the court.

28 ///

1    12. MISCELLANEOUS

2        12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
3 person to seek its modification by the Court in the future.

4        12.2 Right to Assert Other Objections. By stipulating to the entry of this  
5 Protective Order no Party waives any right it otherwise would have to object to  
6 disclosing or producing any information or item on any ground not addressed in this  
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
8 ground to use in evidence of any of the material covered by this Protective Order.

9        12.3 Filing Protected Material. A Party that seeks to file under seal any  
10 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
11 only be filed under seal pursuant to a court order authorizing the sealing of the  
12 specific Protected Material at issue. If a Party's request to file Protected Material  
13 under seal is denied by the court, then the Receiving Party may file the information  
14 in the public record unless otherwise instructed by the court.

15

16    13. FINAL DISPOSITION

17        After the final disposition of this Action, as defined in paragraph 4, within 60  
18 days of a written request by the Designating Party, each Receiving Party must return  
19 all Protected Material to the Producing Party or destroy such material. As used in  
20 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
21 summaries, and any other format reproducing or capturing any of the Protected  
22 Material. Whether the Protected Material is returned or destroyed, the Receiving  
23 Party must submit a written certification to the Producing Party (and, if not the same  
24 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
25 (by category, where appropriate) all the Protected Material that was returned or  
26 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
27 abstracts, compilations, summaries or any other format reproducing or capturing any  
28 of the Protected Material. Notwithstanding this provision, Counsel are entitled to

1 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
2 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
3 reports, attorney work product, and consultant and expert work product, even if such  
4 materials contain Protected Material. Any such archival copies that contain or  
5 constitute Protected Material remain subject to this Protective Order as set forth in  
6 Section 4 (DURATION).

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1 14. Any violation of this Order may be punished by any and all appropriate  
2 measures including, without limitation, contempt proceedings and/or monetary  
3 sanctions.

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5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6

7 DATED 11/5/14

8 Wade & Lowe

9 

10

11 Geoffrey T. Hill  
12 Attorneys for Plaintiff,  
13 SUELHEE PARK

14

DATED: 11/12/14

15

WESTON & MCELVAIN LLP

16 

17

18 Richard C. Weston  
19 Christopher D. Lee  
20 Attorneys for Defendant,  
21 TRAVELERS COMMERCIAL INSURANCE COMPANY

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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DATED: November 13, 2014

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Hon. Alicia G. Rosenberg  
27 United States Magistrate Judge

28

**EXHIBIT A**

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_, [print or type full address],  
declare under penalty of perjury that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States District Court for  
the Central District of California on \_\_\_\_\_ [date] in the case of SUELHEE  
PARK v. TRAVELERS COMMERCIAL INSURANCE COMPANY CASE NO.  
CV14-01919-RGK(AGRx). I agree to comply with and to be bound by all the terms  
of this Stipulated Protective Order and I understand and acknowledge that failure to  
so comply could expose me to sanctions and punishment in the nature of contempt.  
I solemnly promise that I will not disclose in any manner any information or item  
that is subject to this Stipulated Protective Order to any person or entity except in  
strict compliance with the provisions of this Order. I further agree to submit to the  
jurisdiction of the United States District Court for the Central District of California  
for the purpose of enforcing the terms of this Stipulated Protective Order, even if  
such enforcement proceedings occur after termination of this action. I hereby  
appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_, [print or type full address]  
and telephone number] as my California agent for service of process in connection  
with this action or any proceedings related to enforcement of this Stipulated  
Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_